**Amendments to the Drawings:**

The attached sheet of drawings includes changes to Fig. 9. This sheet, which includes Fig. 9, replaces the original sheet.

Attachment:    Replacement Sheet

**Remarks/Arguments**

This Amendment is submitted in response to the Office Action mailed October 30, 2008. Claims 1-24 are rejected, and claims 3-6 and 12 are objected to. In this Amendment, claims 1, 4, 7, 8, 10-16, 18, 20, 22-24 have been amended. Claims 2 and 3 have been canceled without prejudice. It is respectfully submitted that the amendment does not add new matter. Applicants reserve all rights with respect to the applicability of the Doctrine of Equivalents. Applicants respectfully request consideration of the subject application as amended herein.

*Drawings*

The Examiner has rejected the drawings for failing to comply with 37 C.F.R. § 1.121(d) as being informal. Accordingly Applicants are submitting herewith a formal version of Figure 9 in compliance with 37 C.F.R. § 1.121(d), without introducing any new matter. Therefore, Applicants respectfully request that the rejection to the drawings be withdrawn.

*Specification*

The Examiner objects to the disclosure as containing informalities. In particular, the Examiner notes that FSP and HSP are not defined, prior to their use, in paragraph [0007] of the specification. Applicants have accordingly amended the specification to define FSP as a foreign service provider and HSP as a home service provider prior to their use. Applicants submit that this amendment is provided merely as a matter of form, and does not add new matter. Applicants respectfully request withdrawal of the objection.

*Priority*

The Examiner has indicated that a certified copy of application PCT/US2004/003438, from which the present application claims foreign priority, is required under 35 U.S.C. § 119(b). Applicants are acquiring the certified copy and will submit the certified copy prior to the allowance of the claims.

*Claim Rejections under 35 U.S.C. §112*

Claims 1-24 stand rejected under 35 U.S.C. §112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

With respect to claims 1, 14, 23, and 24, the Examiner rejects the claims as being indefinite. Applicants have accordingly amended the claim to clarify that a first packet is transmitted to the foreign service provider prior to a next packet. Furthermore, data is received which indicates that the service provider has verified the signature, and therefore the second packet may be sent. In light of the amendments, Applicants respectfully request withdrawal of the rejection.

With respect to claims 1, 14, 23, and 24, the Examiner rejects the claims as being unclear. Applicants have accordingly amended the claims to clarify that a next packet is sent to the foreign service provider to use the service. Then the service may continue to be used while the foreign service provider continues to accept the tokens. In light of the amendments, Applicants respectfully request withdrawal of the rejection.

With respect to claims 3, 10, 14-16, and 18, the Examiner rejects the claims as being drawn to overlapping statutory classes. In this response, claim 3 has been cancelled.

Furthermore, claims 10, 14-16, and 18 have been amended to more clearly recite limitations directed at a single statutory class. In light of the amendments, Applicants respectfully request withdrawal of the rejections.

With respect to claims 7 and 8, the Examiner rejects the claims as not providing sufficient antecedent basis for limitations within the claims. Applicants submit that claim 1, as amended, provides sufficient antecedent basis for the limitations noted by the Examiner. Therefore, Applicants respectfully request withdrawal of the rejections.

With respect to claims 11 and 20, the Examiner rejects the claims as being unclear as to what service provider is referenced. Applicants have accordingly amended the claims to clarify that the home service provider is referenced. In light of this amendment, Applicants respectfully request withdrawal of the rejections.

With respect to claims 13 and 22, the Examiner rejects the claim as not providing sufficient antecedent basis for limitations within the claim. Applicants have accordingly amended claim 13 to correct the noted insufficient antecedent basis. In light of the Amendment, Applicants respectfully request withdrawal of the rejections.

With respect to claim 13 and 22, the Examiner states that it is unclear when the limitations within the claims occur. Applicants respectfully disagree, and submit that limitations recited in claim 13 are sufficiently clear in light of the Specification. By way of example, and not be way of limitations, Applicants respectfully direct the Examiner's attention to paragraphs 0055, paragraph 0095, and Figure 6 of the Specification, which describes an accounting process, when the process occurs, payments, etc. Therefore, Applicants respectfully request withdrawal of the rejection.

With respect to claims 11 and 22, the Examiner rejects the claims as being unclear. In particular the Examiner notes that it is unclear how a trusted party attests to the claimed relationship. Applicants have accordingly amended the claims to clarify that the attestation is provided via a certificate produced from the home service provider's private key. Thus, Applicants respectfully submit that the claimed attestation is sufficiently clear.

### Claim Rejections under 35 U.S.C. §101

Claims 1-24 stand rejected under 35 U.S.C. §101 as being directed to non-statutory subject matter. Applicants respectfully disagree. Claim 1 has been amended to recite a "computer-implemented method performed on a device" thereby tying the method to a device (e.g., a statutory class). The remaining independent claims are directed to apparatuses and an article of manufacture, all of which are within the four enumerated statutory classes. Therefore, Applicants respectfully submit that claims 1, 14, 23, and 24, and the claims that depend therefrom are directed to statutory subject matter under § 101.

With respect to claims 3 and 10, the Examiner rejects the claims as being drawn to more than one statutory class. As discussed above, claim 3 has been cancelled and claim 10 has been amended to more clearly recite limitations directed at a single statutory class. Therefore, Applicants respectfully request withdrawal of the rejections under § 101.

### Claim Objections

The Examiner objects to claims 3, 4, 6, and 12 under 37 CFR 1.75(c) as failing to further limit a previous claim. In this response, claim 3 has been cancelled, and thus the objection has become moot. Claim 4 has been amended to independent form, to address the objection in a

manner similar to that suggested by the Examiner (Office Action, page 7). With respect to claims 6 and 10, claim 6 further defines and limits the length of the bitstream of claim 4, and claim 10 further defines and limits properties of the tokens of claim 1. Therefore, Applicants respectfully submit that claims 4, 6 and 12 satisfy 37 CFR 1.75(c), and the objection to claim 3 has become moot.

### *Claim Rejections under 35 U.S.C. §103(a)*

Claims 1-3 and 7-24 stand rejected under 35 U.S.C. §103(a) as being unpatentable over U.S. Publication No. 2003/0061170 to Uzo (hereinafter "Uzo") in view of U.S. Patent No. 4,309,569 to Merkle (hereinafter "Merkle"). Applicants respectfully disagree.

Uzo describes a method and system to allow users to purchase goods or services via a creditor clearing service (Uzo, Figure 1; paragraphs 0045-0047). When a user makes a request to purchase goods or services, a merchant requests a token from the clearing service to complete the transaction (Uzo, Abstact). As described in Uzo, the token may be transmitted in encrypted form, but the tokens merely consist of various identification fields (i.e., token ID, user ID, account information, etc.) (Uzo, paragraphs 0073-0086).

Merkle describes a method for providing signatures. In the method described by Merkle, an authentication tree function of a one-way function of a secret number is utilized provide a digital signature (Merkle, column 2, lines 16-32; Figure 1). Merkle, however, merely describes the use of a binary tree structure in the signature process (Merkle, column 3, lines 3-40).

Amended claim 1 recites:

> A computer-implemented method performed on a device comprising:
> requesting a desired service through a foreign service provider;
> generating a hash tree and generating a digital signature on a root value
> of the hash tree;

sending the digital signature and the root value to the foreign service provider as a first packet;

receiving data indicating that the service provider has verified the signature;

providing one or more tokens to the foreign service provider with a next packet when the foreign service provider accepts the signature to use the service, wherein the one or more tokens are generated using the hash tree; and

continuing to use the service while the foreign service provider accepts tokens

(Emphasis Added)

Applicants respectfully submit that a combination of Uzo and Merkle, alone or in combination, fail to describe or suggest "providing one or more tokens to the foreign service provider with a next packet when the foreign service provider accepts the signature to use the service, wherein the one or more tokens are generated using the hash tree," as claimed.

Uzo describes a transaction system, in which a merchant request a token from a clearing service before the transaction is completed. The token includes various fields, such as token ID, encryption date and time, amount, key, etc. (Uzo, paragraphs 0073-0085). Nowhere within the discussion of the token fields, as well as the remainder of Uzo, are any token values, token fields, or the tokens themselves generated using a hash tree. Uzo simply fails to describe or suggest "providing one or more tokens to the foreign service provider with a next packet when the foreign service provider accepts the signature to use the service, wherein the one or more tokens are generated using the hash tree," as claimed.

Merkle merely describes an authentication tree in a digital signature process. Merkle is silent as to generating tokens to user services, or using a hash tree to generate a token to use a service. Therefore, Merkle fails to remedy the shortcomings of Uzo discussed above.

Applicants therefore respectfully submit that a combination of Uzo and Merkle, whether taken alone or in combination, fail to teach or suggest each and every feature as claimed. Thus, Uzo and Merkle fail to render claim 1, and the claims that depend therefrom, obvious. Claims

14, 23, and 24 include similar limitations and features. Therefore, for similar reasons, claims 14, 23, and 24, and the claims that depend therefrom, are also not rendered obvious by Uzo in view of Merkle.

Therefore, Applicants respectfully request withdrawal of the rejection of claims 1-3 and 7-24 under 35 U.S.C. §103(a) as being unpatentable over Uzo in view of Merkle.

### *Allowable Subject Matter*

Applicants note with appreciation the Examiner's indication of allowable subject matter. The Examiner objects to claims 4-6 as being dependent on a rejected base claim, but indicates that the claims would be allowable if rewritten in independent form including all of the limitations of the base claim and any intervening claims. Applicants have amended claim 4 to independent form, and the amended claim includes that matter which the Examiner has indicated as being allowable. Because claims 4-6 now include matter which the Examiner indicated was allowable, Applicants respectfully request that claims 4-6 be allowed.
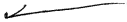
*Conclusion*

Applicant respectfully submits that in view of the amendments and discussion set forth herein, the applicable rejections have been overcome. Accordingly, the present and amended claims should be found to be in condition for allowance.

If a telephone interview would expedite the prosecution of this application, the Examiner is invited to contact Michael J. Mallie at (408) 720-8300.

If there are any additional charges/credits, please charge/credit our deposit account no. 02-2666.

Respectfully submitted,

BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP

Dated: January 30, 2009

Michael J. Mallie
Reg. No. 36,591

Customer No. 08791
1279 Oakmead Parkway
Sunnyvale, CA 94085
(408) 720-8300